

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No. WBRERA/COM000780

Ambuja Housing and Urban Infrastructure Co. Ltd..... Complainant

Vs

Barunendra Bachar & Rana Basak..... Respondents

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
03 08.05.2025	Shri Rakesh Ranjan and Ms. Moumita Kundu, Sr. Manager Legal (Mob. No. 9903844131 & email Id: moumita.kundu@ambujaneotia.com) are present in the physical hearing on behalf of the Complainant filing Authorization and signed the Attendance Sheet. Respondent is absent despite due service of hearing notice through email. Let the track record of due service of hearing notice to the Respondent be kept on record. The Respondent-Allottee has been provided three dates of hearing to appear before this Authority and submit her submissions. This Complaint matter was heard on 25.10.2024, 28.01.2025 and also on today. The Respondent did not appear on any of the abovementioned dates of hearing and did not submit any Affidavit till date and no communication has been made from their end. So reasonable opportunity of hearing has been provided to them. Also the Respondent-Allottee has already been apprised on the last date of hearing that on the next date this matter shall be heard ex-parte and their booking may be cancelled and booking money may be forfeited if they remains absent even on the next date. Therefore, today this Authority has no other option but to proceed with ex-parte hearing and disposal of this matter. Heard the Complainant in detail and also examined the Affidavit and documents submitted by the Complainant. As per Agreement for Assignment executed on 25.10.2022 between the parties, it transpires that the Respondent-Allottee has paid a sum of Rs.9,79,860/- (Rupees Nine Lakhs Seventy Nine Thousand Eight Hundred Sixty	

only) as booking amount being part payment towards the total price of the apartment at the time of application.

Clause 9 of the Proforma of the Agreement for Sale at Annexure-‘A’ of the West Bengal Real Estate (Regulation & Development) Rule, 2021 provides that, –

“In case of default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated”.

Therefore on examination of the Affidavit submitted by the Complainant and after hearing the Complainant through physical hearing, the Authority is of the considered view that the Respondent has defaulted in making payments of number of consecutive demands made by the Complainant as per the payment plan annexed with the Agreement for Assignment. Therefore as per the provisions of Clause 9 of the Proforma of the Agreement for Sale at Annexure-‘A’ of the West Bengal Real Estate (Regulation & Development) Rule, 2021 the Complainant is at liberty to cancel the Agreement for Assignment and apply for registration of the Deed of Cancellation of the said Agreement for Assignment. The Complainant shall refund the principal amount paid by the Respondent after deduction of the booking amount, as per the Agreement for Sale executed between the parties on 25.10.2022.

Hence, it is hereby,

ORDERED

that this Authority has no objection if the Agreement For Sale executed between the parties on 25.10.2022 in regard to Apartment no.URV0201B at URVISHA – THE CONDOVILLE, is cancelled by the Complainant unilaterally and the Complainant shall refund the principal amount paid by the Respondent after deduction and forfeiture of the booking amount of Rs.9,79,860/-, as per the Agreement for Assignment executed between the parties on 25.10.2022, within 45 days from the date of receipt of this order of the Authority through email.

The Complainant may move before the GST Authority for refund of GST amount, if paid by them during raising of invoices against the due

instalment of the Respondent.

The Deed of Cancellation of the said Agreement for Assignment may be registered unilaterally by the Complainant.

The Additional Registrar of Assurance Office of the A.R.A. – IV, Kolkata is directed to take necessary steps for de-registration of the said Agreement For Sale by the Complainant unilaterally.

After de-registration of the Agreement for Sale and cancellation of the Agreement and termination of the Allotment of the Respondent Allottee, the Complainant shall be at liberty to allot the same to any other Person.

Copy of this order be served to both the parties immediately.

With the above directions the matter is hereby disposed of.


(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority